

ORIGINAL

RECEIVED 10051

MEDITERRANEAN FORCE MAJEURE  
AGREEMENT  
FMC NO. 10051

---

1973 AUG 15 PM 2 55

FEDERAL MARITIME  
COMMISSION  
OFFICE OF THE SECRETARY

PREAMBLE

The undersigned common carriers by water in the foreign commerce of the United States, in the trade between and/or via ports in the Mediterranean Sea except Greece and Turkey and the U. S. Atlantic Coast, Eastport, Maine to Key West, Florida, inclusive, in order to expedite the movement of cargoes and to serve the interests of the shipping public, hereby agree as follows:

ARTICLE I

Where, by virtue of force majeure or other causes beyond their control, any of the signatories are unable to make a regularly scheduled port or ports of call or to load all or part of the cargo they have booked at such a port or ports, they may invoke the rights and assume the obligations stipulated in this Agreement.

ARTICLE II

In the event of an operative cause under Article I any signatory so affected (a "distressed carrier") may offer to any

other signatory (an "underlying carrier") containerized cargo for transportation in the trade on such terms and conditions as may be mutually agreed and subject to the provisions of this Agreement. Provided, however, that each signatory shall afford to each other signatory the most favorable terms and conditions that it affords to any other signatory. It is expressly warranted, however, that no signatory shall invoke this Agreement to book or otherwise undertake to carry, in respect to any particular eastbound or westbound voyage, a greater number of containers, as measured in terms of twenty foot equivalent units ("TEUs"), than the full safe capacity of its distressed vessel.

### ARTICLE III

Cargo subject to this Agreement shall be self-consigned by the distressed carrier and transported by the underlying carrier on a slot-charter contract basis. Notwithstanding the provisions of this Agreement, however, the distressed carrier shall, in respect to the shipper, employ its regular bill of lading and strictly adhere to its published tariffs and any applicable Conference or other rate agreements as may be in force. It is further understood that the distressed carrier shall be liable to the shipper, and shall receive and process claims for cargo

loss and damage, in the same manner and to the same extent and degree as if the cargo had moved on its own vessel.

#### ARTICLE IV

Any common carrier by water providing containerized shipping services and regularly scheduled sailings in the trade may become a party to this Agreement on equal terms and conditions.

#### ARTICLE V

Cargo required by law to be carried in whole or in part by a national flag line shall be excluded from this Agreement unless appropriate waivers are obtained.

#### ARTICLE VI

All expenses arising from the maintenance and administration of this Agreement shall be pro-rated among the signatories in equal shares.

#### ARTICLE VII

On each occasion that the authority of this Agreement is invoked the distressed carrier shall provide a report to a Coordinator

to be designated by the signatories specifying the nature of the applicable operative cause under Article I, the port or ports involved and the identity of the underlying carrier. The Coordinator shall have the duty and the authority to insure adherence to the terms and the conditions of this Agreement. The Coordinator shall prepare, on a quarterly basis, a report summarizing operations under this Agreement which report shall be distributed to all signatories and provided to the Federal Maritime Commission.

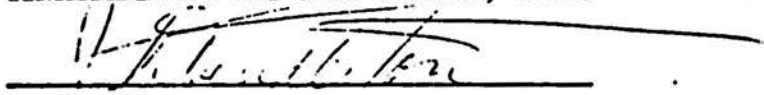
#### ARTICLE VIII

This Agreement shall become effective upon approval by the Federal Maritime Commission and shall, unless previously cancelled, remain in effect for two years from the date of such approval, provided, that the signatories may extend the duration of this Agreement for such a further period as said Commission may authorize.

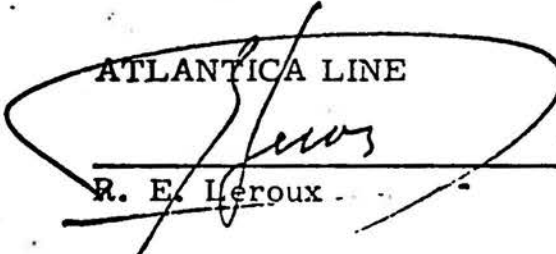


WHEREFORE, the undersigned, being duly authorized,  
have affixed their signatures below.

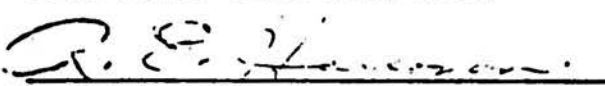
AMERICAN EXPORT LINES, INC.

  
J. Pendleton


ATLANTICA LINE

  
R. E. Leroux

SEA-LAND SERVICE, INC.

  
R. E. Halloran

ZIM ISRAEL NAVIGATION CO., LTD.

  
H. D. Tabak

